

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

<b>In re:</b>  <b>Megan L Mosco</b>  <b>Debtor</b>  <b>NewRez LLC D/B/A Shellpoint Mortgage Servicing</b>  <b>Movant</b>  <b>v.</b>  <b>Megan L Mosco</b>  <b>Debtor/Respondent</b>  <b>SCOTT F. WATERMAN, Esquire</b>  <b>Trustee/Respondent</b>	<b>Bankruptcy No. 23-10768-amc</b>  <b>Chapter 13</b>  <b>Hearing Date: August 2, 2023</b> <b>Hearing Time: 11:00 a.m.</b> <b>Location: 900 Market Street, Suite</b> <b>204, Philadelphia, PA 19107</b> <b>Courtroom #4</b>
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**MOTION OF NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING FOR  
RELIEF FROM THE AUTOMATIC STAY TO PERMIT NEWREZ LLC D/B/A  
SHELLPOINT MORTGAGE SERVICING TO FORECLOSE ON 422 KENT ROAD,  
SPRINGFIELD, PA 19064**

Secured Creditor, NewRez LLC D/B/A Shellpoint Mortgage Servicing, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d) and 11 U.S.C. § 1301, for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), Megan L Mosco, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on March 16, 2023.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.

3. On September 8, 2009, Joseph Mosco and Megan Faulds executed and delivered a Promissory Note (“Note”) and Mortgage (“Mortgage”) securing payment of the Note in the amount of \$156,500.00 to First Tennessee Bank National Association. A true and correct copy of the Note is attached hereto as Exhibit “A.”
4. The Mortgage was recorded on September 22, 2009 in Book 04631 at Page 1319 of the Public Records of Delaware County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the Property located at 422 Kent Road, Springfield, PA 19064, (“the Property”).
6. A loan modification was entered into on February 14, 2017, creating a new principal balance of \$149,925.09. A true and correct copy of the Agreement is attached hereto as Exhibit “C.”
7. The loan was lastly assigned to NewRez LLC D/B/A Shellpoint Mortgage Servicing and same was recorded with the Delaware County Recorder of Deeds on July 15, 2022, as Instrument Number 2022038838. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “D.”
8. Based upon the Debtor(s)’ Chapter 13 Plan (Docket No. 12), Debtor intends to cure Secured Creditor’s pre-petition arrearages within the Plan and is responsible for maintaining post-petition payments directly to Secured Creditor. A true and correct copy of the Chapter 13 Plan is attached hereto as Exhibit “E.”
9. Co-Debtor, Joseph Mosco, is liable on and/or has secured the aforementioned debt with the Debtor.
10. Debtor has failed to make the monthly payments of principal, interest, and escrow in the

amount of \$1,549.99 which came due April 1, 2023 through June 1, 2023, respectively.

11. Thus, Debtor(s)' post-petition arrearage totaled the sum of \$4,649.97 through June 30, 2023.

12. The current unpaid principal balance due under the loan documents is approximately \$144,415.22. Movant's total claim amount, itemized below, is approximately \$187,237.85. See Exhibit "F."

Principal Balance	\$144,415.22
Interest to 6/14/2023	\$19,184.70
Fees	\$1,992.52
Funds Owed by Borrower	\$22,237.85
Funds Owed to Borrower	(\$271.31)
Total Payoff	\$187,558.98

13. According to the Debtor(s)' schedules, the value of the property is \$404,600.00. A true and accurate copy of the Debtor(s)' Schedule D is attached hereto as Exhibit "G." The subject property is also encumbered by additional liens in the amount of \$16,152.00.

14. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay and Co-Debtor stay } for "cause" which includes a lack of adequate protection of an interest in property. Sufficient "cause" for relief from the stay under Section 362(d)(1) and Co-Debtor stay pursuant to 11 U.S.C. § 1301 is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged Property.

15. As set forth herein, Debtor has defaulted on his secured obligation as he has failed to make his monthly post-petition installment payments.

16. As a result, cause exists pursuant to 11 U.S.C. § 362(d) and 11 U.S.C. § 1301 of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor,

its successor and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.

17. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

**WHEREFORE**, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) and 11 U.S.C. § 1301 to permit NewRez LLC D/B/A Shellpoint Mortgage Servicing to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and for any such further relief as this Honorable Court deems just and appropriate.

Date: July 11, 2023

**Robertson, Anschutz, Schneid, Crane & Partners, PLLC**

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